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Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

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RESTRICTIONS

*******Examined and Charged as Follows*******

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Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

Declaration of Restrictive Covenants of the
MIRASOL COUNTRY ESTATES
LOTS 1 THROUGH 58

Date: January 28, 2026

Basic Information

Declarant: **Porvenir, LP**

Declarant's Address:

5701 W. Expressway 83
Harlingen, Texas 78552
Cameron County, Texas

Property: Lots 1, through 58, out of **MIRASOL COUNTRY ESTATES**, Hidalgo County, Texas, as recorded in the Map Records in the Office of the County Clerk, Hidalgo County, Texas, Instrument No. 3723604.

Article I
Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the plat and that has not been accepted for maintenance by the applicable governmental body, which includes but is not limited to the entrance to the Subdivision and the detention and drainage ditch areas and the cul-de-sac platted areas. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means **Porvenir, LP**, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

Declaration of Restrictive Covenants

"Governing Documents" means this Declaration.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded under Instrument Number 3723604 of the Map Records, Hidalgo County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a Sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Article II
Clauses and Covenants

2.01 Imposition of Covenants.

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts

due to the Property Owners Association, damages, or Injunctive relief.

2.02 Plat and Easements.

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may Install, maintain, and connect facilities in the Easements.

2.03 This subdivision shall be used for residential purposes only.

1. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and one out-building that cannot be used as living quarters.
2. Any single-story residence constructed upon any lot in this subdivision must have a ground floor living area of not less than nine hundred (900) square feet exclusive of garages, porches, patios and terraces. Any two-story residence constructed on any lot must have a ground floor living area of not less than seven hundred (700) square feet and a combined living area of not less than one thousand two hundred (1,200) square feet, exclusive of garages, open or screened porches, patios, and terraces and outside storage areas. With the exception of manufactured homes, new modular homes which have a minimum size requirement of seven hundred and eighty (780) square feet.

3. All residences constructed upon any lot must have a concrete or asphalt driveway.

4. New modular homes, new ready-build homes, and newly constructed homes built off-site may be located on any of the lots in this subdivision, provided they meet the minimum size requirements and must be constructed of new materials.

5. Any mobile home or manufactured home located on any lot in this subdivision must have a manufacture certificate of origin no older than 3 years at the time of installation and be in compliance with all appropriate governmental agencies and requirements. No recreational vehicles may be used for residential purposes.

6. Any home located on any lot in this subdivision must be properly installed and secured on a foundation or foundation in accordance with the windstorm and insurance regulation that are required, in that area or district that this lot is a part of. All homes located on any lot in this subdivision or any lot herein that does not have a concrete foundation must be skirted within

15 days after installation or construction is complete. For the purpose of the covenants, a newly erected home, manufactured home, frame home, modular home, or any building constructed or installed in this subdivision or any lot herein will be considered complete at the time the home or building is first inhabited or used in any manner.

7. Each home, building of any kind, or fence shall adhere to the setback shown on the recorded subdivision plat.

8. All lot owners shall be responsible for compliance with all laws, ordinances or regulations.

9. All lots must be used for residential purposes.

10. All buildings built to any lot or block described herein must have a minimum finish floor elevation 18" above the center line of street, 18" above natural ground, or at finish floor elevation of 60.00 whichever is greater. Elevation certificate may be required for lots located outside a designed flood zone at the time for application for construction. All construction including fences shall conform to the set-back lines as shown on the plat filed in Map Records in the office of the Hidalgo County Clerk. All building set-back lines shall be measured from the boundary line of the property referred to herein and not from the roadway.

11. No fence or wall may be located forward of the front setback line. All fences must be newly constructed and built of new material.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot in this subdivision, or any lot therein, except dogs and cats. No animal bred or maintained for fighting may be kept on any lot described herein. No animal may be maintained or kept on a rope, wire, or chain or any other manner of retention other than an enclosed fenced area. No more than two dogs and two cats may be kept on any lot in this subdivision and must be kept on the lot owner's property and not allowed to roam the subdivision.

Article III
GENERAL CONDITIONS

1. No illegal, noxious or offensive activity shall be carried on any lot described above, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2. No professional, business, or commercial activity to which the general public is invited shall be conducted in the subdivision or on any lot or block out of the property described herein nor shall any equipment used for business be kept or stored on any lot in this subdivision except during the construction or repair of a residence. No tractor trailers or trucks used for commercial hauling will be permitted to remain on any lot or on any street in this subdivision.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used in this subdivision at any time as a residence, either temporarily or permanently.

4. No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind including the removal of dirt shall be permitted in any lot or block described herein, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any property described herein. No derrick or other structure designed for use of boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot or block of the property described herein.

5. No lot out of the property described herein, shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers.

6. No commercial equipment, truck, bus, or trailer shall be left in the street in front of any property or allow on any property, except for construction and repair equipment during construction or repair of residences in the immediate vicinity. No cars, trucks, equipment or pickups that are not in working order will be allowed to remain on the property.

7. No property owner shall obstruct existing drains, natural or constructed, and they shall locate culverts or drains adequate to meet the necessary drainage requirements as determined by the appropriate governmental entity.

Article IV
SPECIAL CONDITIONS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the dates these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (10) years, unless an instrument signed by a majority of the then owners of property described herein has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceeding at law or in equity against any person or persons in violation or attempting to violate any covenant either to restrain violation or to recover damages.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Article V
Property Owners Association

4.01 Establishment and Governance. The Property Owners Association is established by filing its certificate of formation and is governed by the certificate the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, and the Governing Documents.

4.02 Rules. The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

4.03 Membership and Voting Rights. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

(1) Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

(2) Class B. The Class B Member shall be the Declarant, which shall be entitled to five (5) votes for each Lot owned by all Class B Members. The Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the earlier to occur of the following:

(i) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or

(ii) when the Class B Member no longer owns record title to any of the Lots; or

(iii) on the tenth (10th) anniversary of the date the Declaration was recorded in the Office of the County Clerk of Hidalgo County, Texas.

Article VI
Architectural Control Committee

5.01 Establishment.

(1) Purpose. The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.

(2) Members. The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.

(3) Term. ACC members serve until replaced by the Board or they resign.

(4) Standards. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

5.02 Plan Review.

(1) Required Review by ACC. No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require. Furthermore, for so long as Declarant owns an interest in any Lot, no Residence or Structure may be erected on any Lot, or the exterior altered, unless Declarant has first approved the builder or contractor who will erect the Residence or Structure, or alter the exterior thereof. Instead – any variance of the covenants must be approved by the acc before a residence or structure may be erected on any lot.

(2) Procedures.

(a) Complete Submission. Within FIFTEEN (15) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

(b) Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within FIFTEEN (15) days after complete submission, the submitted plans and specifications are deemed approved.

(3) Appeal. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within twenty (20) days after the ACC's action. The Board shall determine the appeal within FIFTEEN (15) days after timely notice of appeal is given. The determination by the Board is final.

(4) Records. The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

(5) No Liability. The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

Article VII
Assessments

Authority. The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

6.01 Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.

6.02 Creation of Lien. Assessments are secured by a continuing vendors lien and contractual lien on each Lot, which lien is reserved by the Declarant and assigned to the Property owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

6.03 Commencement. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

6.04 Regular Assessments.

(1) Rate. Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board and until Declarant owns no Lots in the Subdivision, the Regular Assessment may not be less than $180.00 per year.

(2) Changes to Regular Assessments. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

(3) Collections. Regular Assessments will be collected yearly in advance, payable on the first day of January of each year.

6.05 Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments which purposes include, but are not limited to, maintenance of the detention pond. Special Assessments must be approved by the Members, except that Special Assessments for the purpose of maintaining the detention pond shall only require approval by the Board. Written notice of the terms of the Special Assessment will be sent to every Owner.

6.06 Approval of Special Assessments. Except as provided in Section 6.06, any Special Assessment must be approved by a two-thirds (2/3) majority vote at a meeting of the Members in accordance with the Bylaws.

6.07 Fines. The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law. The Board may adopt a separate fine schedule and policy. Fines shall be assessed in accordance with the Association's recorded Collection and Fine Policy.

6.08 Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

6.10 Delinquent Assessments. Any Assessment not paid within thirty (30) days after it is due is delinquent.

6.11 Declarant Not Subject to Assessments. Lots owned by Declarant shall not be subject to Regular Assessments or Special Assessments; however, Declarant shall be required to fund any shortfall in the operating budget of the Property Owners Association until such time as 50% of the lots are sold. Thereafter the Property Owner's Association will be responsible for all expense in maintaining the common area.

Article VIII
Remedial Rights

7.01 Late Charges and Interest. A late charge of $15.00 is assessed for Delinquent Assessments. If a Delinquent Assessment remains unpaid by the end of the next month, additional late charges of $15.00 per month will be assessed until payment is received by the Property Owners Association. Delinquent Assessments accrue interest at the rate of ten percent 10 % per year. The Board may change the late charge and the interest rate.

7.02 Costs, Attorney's Fees and Expenses. If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.

7.03 Judicial Enforcement. The Property Owners Association may bring an action against an Owner to collect Delinquent Assessments and/or Fines, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

7.04 Remedy of Violations. The Property Owners Association may access an Owner's Lot to remedy a violation of the Governing Documents.

7.05 Suspension of Rights. If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured, provided, however, that the right of an Owner to run for a position on the Board shall not be limited except as provided by law.

7.06 Damage to Property. An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owners family, guests, agents,

independent contractors, and Invitees in accordance with law.

Article IX
Common Area

8.01 Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to -

(1) charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees. the Owner may not use the recreational facilities;

(2) suspend an Owner's rights under the Governing Documents.

(3) grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and

(4) dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds (2/3) majority of the Members at a meeting in accordance with the Bylaws.

8.02 Permitted Users. An Owner's right to use and enjoy the Common Area extends to the Owner's family. guests. agents, and invitees, subject to the Governing Documents.

8.03 Unauthorized Improvements in Common Area. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

Article X
General Provisions

9.01 Term. This Declaration runs with the land and is binding in perpetuity.

9.02 No Waiver. Failure by the Property Owners Association or an Owner to enforce the Governing Documents is not a waiver.

9.03 Corrections. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

9.04 Amendment. Until such time as seventy percent (70%) of the Lots in the Subdivision are sold by Declarant, Declarant shall have the sole right to amend this Declaration. Thereafter. this Declaration may be amended at any time by vote of the majority of the Owners of Lots in the Subdivision. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

9.05 Conflict. This Declaration controls over the other Governing Documents.

9.06 Severability. If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

9.07 Notices. Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a member. at the Member's last known address according to the Property Owners Association's records, and the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

9.08 Annexation of Additional Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(1) The Declarant may add or annex additional real property (whether owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplemental Declaration of Restrictive Covenants ("Supplemental Declaration"), which shall extend the scheme of the Covenants of this Declaration to such property; provided, however, that such Supplemental Declaration may contain such additions and modifications of the Covenants contained in this Declaration as may be necessary to reflect the different character if any of the added properties and as may be approved by Declarant.

(2) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Property Owners Association, as evidenced by a certificate or document executed by an officer of the Property Owners Association and recorded in the Real Property Records of Hidalgo County, Texas.

(3) Any additions made pursuant to Paragraphs (1) and (2) of this Section 9.08, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Property Owners Association to the properties added.

(4) The Declarant shall have the right and option without the joinder, approval or consent of any person(s) or entity(ies) to cause the Property Owners Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one-half (½) mile of any real property then subject to the jurisdiction of the Property Owners Association. Upon a merger or consolidation of the Property Owners Association with another association, its properties,

rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Property Owners Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Subdivision together with the covenants and restrictions established upon any other properties as one scheme.

(5) Notwithstanding the fact that the Declarant may not be an Owner by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Subdivision, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 9.08 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 9.08, subsequent to such annexation, merger or consolidation, the Declarant shall be reinstated and become a Class B Member with respect to the Lots owned by it within the Subdivision, as such Subdivision has been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Certificate of Formation and Bylaws of the Property Owners Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

PORVENIR, LP

By: _____
KEVIN CAMPBELL, PARTNER

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 27th day of February, 2026, by KEVIN CAMPBELL, for Porvenir, LP.

IRMA LEAL
My Notary ID # 128665755
Expires July 5, 2027

_____
Notary Public, State of Texas